

VELOCITY SOLUTIONS EMPLOYEE REWARDS PROGRAM TERMS

Last Revised: May 1, 2018

These are the Terms for the VELOCITY SOLUTIONS EMPLOYEE REWARDS PROGRAM (the "**Program**"). By participating in the Program, you accept and agree to be bound by these Terms, including, without limitation, all terms pertaining to the Benefits. Enrollment in this Program does not constitute a contract of employment. Enrollment is voluntary. **If you do not agree to these Terms, do not participate in the Program.**

A. DEFINITIONS.

"**Terms**" means the full contents of this document and all Service Agreements.

"**Velocity Solutions**" means Velocity Solutions, LLC, its parent, affiliate or subsidiary companies, its officers, directors, employees, agents, successors, and/or assigns.

"**Participant**" means any and all Program participants. "**Employee Rewards App**" means that mobile device application made available by Velocity Solutions for download and use in association with the Program from the Apple® App Store®, Google Play and/or the Amazon Appstore (as applicable).

"**Service Agreements**" means, collectively, the terms and conditions of any Benefit provided by a Third Party Benefit Provider, the Velocity Solutions App End User License Agreement, the Program App Terms of Service, The Program App Privacy Policy, and the terms, conditions and privacy policies displayed on the Employee Rewards Program Website. In the event of a conflict between the Employee Rewards Program Terms & Conditions and this document, this document will govern.

"**Enrollment**" means a Participant who (i) is a Velocity Solutions employee and (ii) has accepted these Terms.

"**Enrollment Date**" means the earliest date on which a Participant is Enrolled or has achieved Enrollment.

"**Benefit**" or "**Benefits**" shall refer to those perks, programs and services itemized in table included in Section B, as they may be modified from time-to-time in our sole discretion, and provided to you by virtue of your enrollment in the Program.

"**Business Day**" means any calendar day other than a Saturday, Sunday, or a Federal holiday in the United States.

"**Employee Rewards Program Website**" means that website and platform presently existing and supporting a Points and/or Rewards accessible at: <https://employee.myvelocity.com>.

"**Employee Rewards Program Terms & Conditions**" means those terms and conditions accessible via: <https://employee.myvelocity.com/home/term>.

"**Point**" or "**Points**" shall have the same definition as set forth in the Employee Rewards Program Terms & Conditions.

"**Reward**" or "**Rewards**" shall have the same definition as set forth in the Rewards Program Terms & Conditions.

"**Third Party Benefit Provider**" means, any one or more of the third-party vendors, merchants and service providers that provide to Participants any one or more of the Benefits offered via the Program.

"**Roadside Contractor**" means any service, service facility, or contractor that is dispatched by the Roadside Assistance Administrator, or dispatched by other means in accordance with these Terms, for the purpose of facilitating the Roadside Assistance Benefit of the Program, if any such Benefit should exist.

B. **ABOUT THE PROGRAM.** Our Program provides you with access to several Benefits, which as of the Effective Date, include the following:

Summary of Benefits
<ul style="list-style-type: none"> Longevity Rewards Emergency Roadside Assistance Mobile Device Protection Coupons and Local Deals Prescription Savings Hotel & Car Rental Discounts Free app for iPhone, iPad or Android

Benefits provided, particularly those provided by a Third Party Benefit Provider, may not be available to you immediately upon your Program Enrollment, however, all Benefits, subject to the individual Benefit eligibility criteria set forth in these Terms, will be available to you within three (3) business days of your Program Enrollment, if not sooner.

2. **Program Terms Subject to Change.** We may add to, remove and/or reduce, terminate, or modify the Program, the Benefits, the Service Agreements, and/or these Terms at any time in our sole discretion and without notice to you, though changes made shall be applicable only from the "**Last Revised Date**" indicated at the outset of these Terms and thereafter. We may also end your participation in the Program at any time in our sole reasonable discretion in order to protect you or us from harm or compromise of integrity, security, reputation, or operation. Your participation in the Program will end upon your termination of employment, at which time all Benefits will cease, and any unused Points earned in connection with the Program will be forfeited.

Some Rewards may have additional terms and conditions specific to it. The detailed terms and conditions for a specific Reward are also available at a Terms and Conditions hyperlink found at the bottom of the Rewards Program Website. When you use or redeem Points to receive Rewards, you release us and all of our affiliates from any and all liability for your use of Points, for your use of the Rewards, and for your participation in the Program. Neither we nor the Third Party Benefit Providers are responsible for replacing lost, stolen or damaged Points certificates or Rewards.

C. **LONGEVITY REWARDS.** Enrolled Program Participants will receive Points based on the number of years of service with us. Points will be awarded to you at the "Years of Service Level" you have reached each year. Points will be awarded based on the following schedule:

Years of Service Level	Points
Years 1-4	700 points
Years 5-9	1400 points
Years 10-14	2800 points
Years 15-19	4200 points
Years 20 <	7000 points

By way of example only, if a Participant has reached 14 years of Service as of March 1, 2018, that Participant will receive 2800 Points. On or about March 1, 2019, the Participant will receive 4200 Points. No longevity awards will be given for service prior to January 1, 2018.

1. **Executive Management Team Ineligible.** Program Participants who are members of Velocity Solutions' executive management team are ineligible for the Longevity Rewards Benefit set forth in this Section C.

2. **Award of Points.** All Points will be delivered by our Human Resources department and an issued via e-mailed online

certificates. Each Points certificate will contain a unique certificate number and a specific number of Points.

3. **Utilization of Points.** Points may be redeemed through the Rewards Program Website. Points may be redeemed only for Rewards offered by us and available at the time of redemption. POINTS MAY NOT BE REDEEMED FOR CASH, CHECK OR CREDIT. POINTS HAVE NO CASH VALUE. ALL POINTS EXPIRE ON THE EXPIRATION DATE SET FORTH ON THE CERTIFICATE AND UPON SUCH DATE BECOME VOID. NO REPLACEMENTS WILL BE MADE FOR LOST, STOLEN OR DAMAGED CERTIFICATES. Points will be subtracted from a Participant's account once the Reward is requested and any certificates representing those Points will become void. Once redeemed, a Participant may not cancel the order or substitute another Reward for the one ordered. We also reserve the right from time to time to increase the number of Points required for certain items and to correct any errors in Rewards Program catalogs or on the Rewards Program Website without notice.

4. **No Returns and Forfeiture of Points.** Rewards redeemed via Points through this Program are not eligible for return. In addition, upon your termination of employment all earned but unused Points will be automatically forfeited.

4. **Taxes.** Participants are responsible for the tax consequences, if any, of their participation in the Program, and specifically the issuance, use and redemption of Points. We do not make any representations or warranties regarding any tax implications arising from the receipt of Points, the redemption of Points or participation in the Program. If the receipt of Points, the redemption of Points or participation in the Rewards Program results in any income tax or other tax liability to you, all such tax liability will be borne by you. We disclaim all responsibility for any such taxes. If you have any questions, please seek the advice of a tax advisor.

D. **ROADSIDE ASSISTANCE BENEFIT.** Roadside Protect, Inc. who, in association with Signature's Nationwide Auto Club, Inc., is the "**Roadside Assistance Administrator**" of the Roadside Assistance Benefit of the Program. Whenever you need roadside assistance for your vehicle, call our number at (954) 703-4304 twenty-four (24) hours a day and request dispatch service and the Roadside Assistance Administrator will arrange to send help to your disabled vehicle from a participating facility or Roadside Contractor. The Roadside Assistance Administrator will make payment to the Roadside Contractor directly for covered dispatch expenses up to your benefit limits.

1. **Covered Expenses.** All expenses covered under the Roadside Protect Program are capped at an expense limit of One Hundred and NO/100 Dollars (\$100.00) for any single claim and include the following:

(a) **Towing** – When your vehicle is disabled due to mechanical breakdown, the Roadside Assistance Administrator will arrange for a Roadside Contractor to tow it to the nearest service facility of your choice up to the service expense equivalent of \$100. Additional expense will be your responsibility to pay to the towing Roadside Contractor.

(b) **Flat Tire Assistance** – A flat tire will be changed with your spare tire. If, for any reason, the spare is not usable, the lug nuts cannot be removed or the vehicle has two flat tires with one usable spare, towing will be provided in accordance with the towing provisions.

(c) **Fuel Delivery Service** – An emergency supply of fuel of up to three (3) gallons will be delivered if your covered vehicle runs out of fuel. You will be responsible for the cost of fuel.

(d) **Lock Out Service** – If your keys are locked in the vehicle, assistance will be provided to gain entry into the vehicle up to \$100

benefit limit. In the event the keys are lost and a replacement key is required, you will be responsible for the total cost of a new key.

(e) **Jump Start** – Jump start service will be provided to start your vehicle.

(f) **Winching/Extraction** – If your vehicle is stuck in a ditch, mud or snow, but it is accessible from a normally traveled roadway, service will be given to either tow or winch the vehicle. Dispatch coverage for winching is limited to \$100; any expense incurred beyond \$100 will be your responsibility to pay to the Roadside Contractor.

(g) **Travel Planning, Booking and Discounts** – Go to www.roadsideprotect.com and click on the box on the bottom center of the page titled: "Travel Planning, Booking, and Great Hotel Deals!"

2. **Coverage Eligibility.** Three (3) claims limit per membership per year. Eligible vehicles include all self-propelled vehicles with a gross vehicle weight up to 10,000 lbs. Vehicles must be designed, licensed and used for private, on-road transportation. Service is limited to one tow or service call per disablement. Service is geographically limited to the fifty United States, the District of Columbia, Puerto Rico and Canada. The policy of Roadside Assistance Administrator will reimburse you up to \$100 or the availability, delivery or installation of parts. All parts used and services provided to you by the Roadside Contractor must be authorized and paid for by you.

3. **Roadside Assistance Reimbursement.** If for any reason the Roadside Assistance Administrator dispatch center cannot provide the benefits listed in this Program, you must obtain an authorization number from the Roadside Assistance Administrator dispatch center to use the service provider of your choice. The Roadside Assistance Administrator will reimburse you up to \$100 or the specific amount listed above in the covered expenses (whichever is less) upon presentation of the original paid service provider receipt. The authorization number is required to be eligible for reimbursement. Your reimbursement request must have the following: (a) Your authorization number and membership ID; (b) A bill from service provider including: (i) The date the service occurred; (ii) Description of services provided; and (iii) The amount charged for the service; and (c) Evidence that member paid the service provider (i.e. copy of check or duplicate check, credit card receipt, statement, etc.). The completed form and documentation should be mailed to:

Roadside Protect, Inc. c/o Auto Road Service
Attn: Reimbursement
P.O. Box 55698, Sherman Oaks, CA 91413
Phone 1-800-993-8473 – Claims Dept.
Roadside Protect, Inc. Home Office – 2800 W. Higgins Rd., Suite 210 Hoffman Estates, IL 60169.

Important: Since all Authorized Roadside Contractors are independent contractors and not agents or employees of the Roadside Assistance Administrator, the Roadside Assistance Administrator can assume no liability for any damage to your vehicle resulting from the rendering of service or for personal items left in the vehicle. Any claims for personal injury or damage to the property of a member must be filed against the Roadside Contractor / servicing facility.

4. **Roadside Assistance Service Limitations.** The Program provides service for most emergency situations but does not include: (a) Service if the operator is not with the disabled vehicle (however if you cannot remain with the vehicle for safety reasons, we will attempt to provide service); (b) Towing or service on roads not regularly maintained including private property; (c) Installation or removal of snow tires and chains nor dismounting, repairing, or rotating tires; (d) Vehicle storage charges, cost of parts and installation, products, materials, impounding, and additional labor related to towing; (e) Service to vehicles with expired safety inspection, license plate, and/or emission sticker where required by law; (f) Service to vehicles that are not in a safe condition to be towed; (g) Service in areas not regularly traveled, such as vacant lots, beaches, open fields or other places that would be hazardous for service; (h) Charging a weak or dead battery; and/or (i) Towing vehicles to a junkyard for disposal.

5. **Special Equipment.** Roadside Coverage provides one normally equipped service vehicle, one driver and one service call per disablement. Any additional personnel or special equipment is at the vehicle operator's expense and is not reimbursable.

E. MOBILE DEVICE PROTECTION. "Mobile Device Protection" will be offered pursuant to these Terms, including the contents of this section which is also referred to as the **"Statement of Benefits."** Various provisions in this Statement of Benefits restrict coverage. Enrolled Participants whose mobile devices are listed under our corporate wireless plan (i.e. your phone is issued to you by us) are not eligible for the Mobile Device Protection Benefit. Read the entire Statement of Benefits carefully to determine rights, duties and what is and is not covered.

1. LIMITS OF INSURANCE.

<u>Coverage</u>	<u>Aggregate Limit of Liability</u>
<u>Plan Type:</u>	Multi-Line Coverage
<u>Coverage Type:</u>	Primary Insured Person Only
<u>Mobile Device Protection.</u>	\$500 per Claim; 2 Claims Maximum per 12 Month Period;
<u>Deductible:</u>	\$50.00 per Claim

2. **DEFINITIONS.** **"Cellular Wireless Telephone"** means a mobile telephone or mobile device with phone capability, which is used as a communication device. A Cellular Wireless Telephone may consist of a handset, standard battery, and Subscriber Identity Module (SIM) Card, it does not include accessories such as, but not limited to, wrists straps, carry cases, memory cards or styluses which are not integral to the device. **"Damage"** means accidental damage caused suddenly and by external means and as a result of an unexpected and unintentional event in which item can no longer perform the function they were intended to do in normal service due to broken parts, material or structural failures. This does not include damage caused by wear and tear, or any gradually operating cause or faulty design or faulty materials. **"Internet Store"** means a wireless mobile service provider's internet store (for example Verizon Wireless, Sprint Wireless, T-Mobile, etc.). **"Mysteriously Disappear"** or **"Mysterious Disappearance"** means the vanishing of an item without a reasonable approximation of place and timing where there is absence of evidence of a wrongful act by a person or persons. **"Policyholder"** means Velocity Solutions, LLC. **"Primary Insured Person"** means an eligible Enrolled Participant for which the required premium for coverage under this Policy has been paid for by the Policyholder, and or its affiliates. **"Proof of Loss"** means evidence acceptable to Us that a loss has occurred.

"Subscriber Identity Module (SIM) Card" means the card containing Primary Insured Person's subscriber identity and which enables services to be charged to Primary Insured Person's Cellular Wireless Telephone or an account when used in conjunction with Primary Insured Person's Cellular Wireless Telephone. **"Weapons of Mass Destruction"** means any weapon whether or not designed or constructed as such, capable of delivering any hazardous, pathogenic or poisonous, biological, chemical, nuclear or radioactive material, gas, matter or other contamination. **"War"** means: (i) hostilities following a formal declaration of war by a governmental authority; (ii) in the absence of a formal declaration of war by a governmental authority armed, open and continuous hostilities between two (2) countries or; (iii) armed, open and continuous hostilities between two (2) factions, each in control of territory, or claiming jurisdiction over the geographic area of hostility. **"We", "Us" and "Our"** refers to the Company providing this insurance, which is American Bankers Insurance Company of Florida, an Assurant company.

3. **COVERAGE.** We will reimburse the Primary Insured Person for Damage or theft of eligible Cellular Wireless Telephones up to the Aggregate Limit of Liability shown on the Limits of Insurance section of this Statement of Benefits. Eligible Cellular Wireless Telephones are limited to each primary line and the additional, or supplemental lines as listed on Primary Insured Person's cellular provider's monthly billing statement for the billing cycle preceding the month in which the theft or Damage occurred. Depending on the nature and circumstances of the Damage or theft, and at Our sole discretion, We may choose to repair or replace the eligible Cellular Wireless Telephone or reimburse the Primary Insured Person for the lesser of: (a) the current suggested retail price of a replacement Cellular Wireless Telephone of like kind and quality, excluding taxes, delivery and transportation charges and any fees associated with the cellular telephone service provided, less the deductible indicated in the Limits of Insurance section of this Statement of Benefits; or (b) the Aggregate Limit of Liability shown on the Limits of Insurance section of this Statement of Benefits. Only one (1) Mobile Device Protection reimbursement benefit will be paid per claim occurrence and only two (2) claims per Primary Insured Person per twelve month period. Mobile Device Protection is secondary to, and in excess of any other valid and collectible avenue or recovery available (including, but not limited to mobile device insurance programs, homeowner's, renter's, automobile, or employer's insurance policies), and any expenses paid by any other party and applicable insurance. We will reimburse the excess amount once all other coverage has been exhausted and after expenses are paid from any other party and applicable insurance up to the Aggregate Limit of Liability shown on the Limits of Insurance section of this Statement of Benefits. Primary Insured Person will receive no more than the value of the original eligible Cellular Wireless Telephone, or a replacement Cellular Wireless Telephone with similar features and functionality, up to the Aggregate Limit of Liability, less the deductible, indicated in the Limits of Insurance section of this Statement of Benefits.

4. **EXCLUSIONS.** (1) We will not pay for loss caused by or resulting from any of the following: (a) intentional or dishonest acts by: the Primary Insured Person; Primary Insured Person's employees or authorized representatives; whether or not acting alone or in collusion with other persons and whether or not occurring during the hours of employment; or (b) wear and tear, depreciation or obsolescence through normal course of use or consumption. (2) We will not pay for loss or loss of property caused directly or indirectly by any of the following: (a) the Primary Insured Person's commission or attempted commission of any illegal act including but not limited to any felony; (b) confiscation, expropriation or detention by any government, public authority, or customs official; (c) illegal activity or acts of the Primary Insured Person; Primary Insured Person's employees or authorized representatives; (d) any hazardous, pathogenic or poisonous, biological, chemical, nuclear or radioactive material, gas, matter or other contamination; (e) declared or undeclared War; (f) warlike action by military force including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other authority using military personnel or other agents; (g) invasion, insurrection, riot or civil commotion, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these; or (h) any Weapons of Mass Destruction. (3) What this agreement does not cover: (a) loss or loss of property when the United States of America has imposed any trade or economic sanctions prohibiting insurance of any loss or loss of property; (b) any other legal prohibition against providing insurance for any loss or loss of property; (c) any loss which occurred while the Primary Insured Person was not an Enrolled Participant. Mobile Device Protection does not cover: (1) losses covered under the Cellular Wireless Telephone's existing manufacturer's warranty; (2) Cellular Wireless Telephone accessories other than standard battery and/or standard antenna provided by the manufacturer; (3) Cellular Wireless Telephones purchased for resale, professional, or commercial use; (4) Cellular Wireless Telephones that are lost or Mysteriously Disappear; (5) Cellular Wireless Telephones under the care and control of a common carrier (including, but not limited to, United States Postal Service, airplanes, or delivery service); (6) Cellular Wireless Telephones stolen from baggage unless hand-carried and under Primary Insured Person's personal supervision, or under the supervision of Primary Insured Person's traveling companion who is previously known to Primary Insured Person; (7) Cellular Wireless Telephones stolen from a construction site; (8) Cellular Wireless Telephone which has been rented, leased or borrowed, or Cellular Wireless Telephones that are received as part of a pre-paid plan or pay as you go type plans; (9) cosmetic Damage to the Cellular Wireless Telephone, or Damage that does not impact the Cellular Wireless Telephone's ability to make or receive phone calls; (10) Damage or theft resulting from abuse, intentional acts, fraud, confiscation by the authorities, risks of contraband, illegal activities, normal wear and tear, or Damage from inherent product defects [or vermin]; (11) Damage or theft resulting from misdelivery or voluntary parting with the Cellular Wireless Telephone; (12) replacement Cellular Wireless Telephone not purchased from a mobile service provider's retail or Internet Store; or (13) taxes, delivery and transportation charges and any fees associated with the service provider.

5. CONDITIONS.

(1) **Claim Notice.** Claim notice must be given to Us no later than sixty (60) days following the eligible Cellular Wireless Telephone's Damage or theft, or as soon as reasonably possible. If the claim is reported after sixty (60) days following the date of Damage or theft, Primary Insured Person's claim may be denied. Failure to provide a claim notice within sixty (60) days will not invalidate or reduce any otherwise valid claim, if notice is given to Us as soon as is reasonably possible. Reporting the loss to another party, other than Us, will not fulfill Primary Insured Person's responsibility to report the loss to Us. Notice must include enough information to identify the Primary Insured Person and the Policyholder. We reserve the right to deny any claim containing charges that would not have been

included had We been notified before the expenses were incurred. All reasonable effort must be made by the Primary Insured Person to mitigate penalties and/or expenses resulting from a loss.

(2) **Proof of Loss.** Primary Insured Person must complete and submit claim form, or verbally complete claim attestation, along with the submission of the required items within ninety (90) days from the date of Damage or theft, or as soon as reasonably possible, even if all required documentation is not yet available. If Primary Insured Person's claim form is not submitted within this time frame, Primary Insured Person's claim may be denied. Failure to provide Proof of Loss within these time frames will not invalidate or reduce any otherwise valid claim if notice is given as soon as is reasonably possible, and in no event later than one (1) year after the ninety (90) day deadline to submit Proof of Loss, except in cases where the claimant lacks legal capacity. No legal action for a claim may be brought against Us until sixty (60) days after We receive Proof of Loss. After the expiration of three (3) years from the time written Proof of Loss was to be provided, no action shall be brought to recover on this coverage. Insurance under this Policy is void if any Primary Insured Person has intentionally concealed or misrepresented any material fact relating to this Policy before or after a loss or any Primary Insured Person files a false report of a loss.

(3) **How to File a Claim.** Call (954) 703-4304 to initiate a claim. The following items are required to be submitted to Us: (a) fully completed and signed claim form or insured person's recorded verbal attestation as to the itemized contents of the claim form prepared by Our claim adjuster on insured person's behalf; and (b) a document from the mobile service provider, or other sufficient proof, as determined by Us, that the Cellular Wireless Telephone Primary Insured Person is claiming, is currently linked to Primary Insured Person's mobile service provider account. We may at Our sole discretion require: (a) an itemized estimate of repair from an authorized Cellular Wireless Telephone repair facility; (b) the Primary Insured Person to submit the Cellular Wireless Telephone to Us to evaluate the Damage; (c) an itemized store receipt for the replacement Cellular Wireless Telephone showing the purchase was made at a mobile service provider's retail or Internet Store; (d) documentation (if available), of any other settlement of the claim; or (e) any other documentation deemed necessary by Us to substantiate the claim. All claims must be fully substantiated as the time, place, cause, and purchase price of the Cellular Wireless Telephone. The Mobile Device Protection described herein is underwritten by American Bankers Insurance Company of Florida, an Assurant company.

F. MY AREA DEALS™ BENEFIT.

1. **Generally.** The My Area Deals™ benefit is a combination of several components featured as local or national coupons, cards, online print, electronic, interactive, mobile app or other promotional advertising medium. Promotional merchant offers featured in My Area Deals™ benefit are not gift cards. Offers are available through the My Area Deals™ benefit throughout the fifty United States, the District of Columbia and Canada.

2. **Obtaining Offers.** Offers may be found online or via the Employee Rewards App and redeemed via printable coupon or mobile redemption. Print online merchant coupons and offers and redeem at participating merchants. Offers expire 14 days after printing. Each mobile offer can only be redeemed once by presenting the merchant with the coupon redemption ID found on the offer for 24 hours after selecting "Redeem."

3. **General Rules.**

(a) **Additional Conditions** - Read the offer carefully for stated conditions, restrictions and exclusions. All offers are valid anytime except on defined holidays or unless the offer states otherwise. Certain offers are restricted to one offer per party per visit. These additional conditions supersede other Rules of Use.

(b) **Discounts** - Discounts exclude tax, tip and/or alcohol, where applicable.

(c) **Discount Redemption** - Present your coupon/Membership Card/mobile device to a participating merchant at the time you request your bill to receive your discount. The merchant will retain your coupon or return the card back to you to indicate you have used a discount offer. The least expensive item(s), up to the maximum value stated, will be deducted from your bill, or you will receive a percentage off the designated item(s), up to the maximum value stated, depending on the offer.

(d) **Free Offers** - In most cases, to qualify for a free offer or complimentary item, you must purchase goods or services from the merchant making the offer. Such offers may not be used in conjunction with any other discount or awards program/offer.

(e) **Movie Theater Discounts** - Some movie theaters are obligated by studio contracts to exclude discounts on certain movies. Please see individual offers for theater exclusions, restrictions and conditions.

(f) **Tipping** - Tipping for satisfactory services should be 15-20% of the total bill before the discount amount is subtracted.

(g) **Use With Other Discounts and Promotions** - Up to three coupons/mobile offers may be used per party, unless the offer states "One per party." My Area Deals™ offers may not be combined with any other discounts or promotions.

(h) **Valid Dates and Times/Holidays** - Read the offer carefully for valid dates and times. Major holidays, including those defined below, and regional holidays observed by participating merchants, are excluded, even if the offer states "valid anytime": New Year's Eve/Day, Valentine's Day, St. Patrick's Day, Easter, Mother's Day, Father's Day, Thanksgiving and Christmas Eve/Day. Additionally for Canada: Victoria Day, Canada Day, Labor Day and Boxing Day. Please check with the merchant regarding other holidays.

4. **Edition Specific Rules.**

(a) **Louisville, Kentucky** - Offers not valid during Derby Week or Derby-related events.

(b) **San Diego** - Limitations of liability stated herein might not apply in the city of San Diego. See San Diego Municipal Code 33.2713.

(c) **Wisconsin and Tennessee** - Redemption may be subject to certain conditions and limitations, which must be stated on the coupon. You are entitled to inspect the coupon before purchase.

This membership and its offers are intended for the personal use of the individual Program Participant and are not valid with other discount offers or in other cities unless otherwise specified. The use of this membership or any of its components or offers for advertising purposes, in any form or fashion, is strictly prohibited. Any use of an offer in violation of these Rules will render the offer VOID and we will pursue all legal remedies available to us by law. Offers may not be reproduced and are void where prohibited, taxed or restricted by law.

We will not be responsible if any establishment breaches its contract or refuses to accept the coupons/mobile offer; further, we will not be responsible for securing compliance from any such establishment. We disclaim all alleged liability for bodily injury or property damage resulting from any accident, event or occurrence on, or resulting from the use of, the premises of the participating businesses. We disclaim all warranties express, implied or otherwise imposed by the law, regarding the condition of those

premises or the safety of same. We disclaim all alleged vicarious liability for bodily injury or property damage resulting from the acts or omissions of the participating businesses.

5. **Additional Rules.**

(a) To save at participating merchants, simply present your printed My Area Deals™ coupon or membership card before the merchant totals your bill. Discounts exclude tax, tip, alcohol and sale items, where applicable.

(b) My Area Deals™ discounts may not be used in conjunction with any other coupon, discount offer or awards program.

(c) Coupons are valid for two weeks from the date of printing, unless otherwise stated on the coupon.

(d) **Up to 20% Off Discounts** - Receive an ongoing up to 20% off, up to a maximum of \$25 per visit.

(e) **50% Off Discounts** - Receive up to 50% off, up to the maximum value stated on the offer.

(f) **Buy-One-Get-One-Free Offers** - When purchasing two or more items, you will receive the least expensive item, up to the maximum value of the offer. In most cases, to qualify for a free offer or complimentary item, you must purchase goods or services from the merchant making the offer.

6. **Additional Rules for Dining Discounts.**

(a) **2-for-1 Offers** - When purchasing two or more main-course entrees or menu items, the restaurant will deduct the least expensive main-course entree or menu item, up to the maximum value on the offer. For restaurants offering one complimentary "entree" when a second is purchased, an "entree" is considered a main-course item. Coupons are not valid for discount-priced daily specials, sale items, senior citizen rates, Early Bird specials, carryout, buffets, etc. unless otherwise noted.

(b) **Dining Alone Option** - Some restaurants include a "when dining alone" option clearly stated in the offer. These are valid only when dining alone and may not be used when an individual diner joins one or more other people at a table.

(c) **Dining In Groups** - When more than two people dine together, the following applies: (i) One bill per table (no separate checks), unless separate checks are the restaurant's standard policy; (ii) Only one coupon may be used for every two people, up to a maximum of three coupons per party; and (iii) The least expensive entrees or menu items in the party are discounted, up to the maximum value, unless otherwise specified on the coupon.

(d) **Dining With Children** - Discounts do not apply to children's menu items. When dining with children, you must order two or more adult-priced main-course entrees or menu items in order to receive one complimentary, up to the maximum value.

7. **Other Rules.** Coupons are non-transferable. The barter, trade, sale, photocopying, alteration, purchase, or transfer of these offers by any person or entity is strictly prohibited. These offers are intended for the non-profit use of the individual registered for this program. Any use of an offer in violation of these Rules will render the offer VOID. Offers may not be reproduced and are void where prohibited, taxed, or restricted by law. Neither we, the Third Party Benefit Provider facilitating the My Area Deals™ Benefit, nor the parent, subsidiary or affiliated entities of each, will not be responsible if any establishment breaches its contract or refuses to accept an offer; however, the Third Party Benefit Provider facilitating the My Area Deals™ Benefit will attempt to secure merchant compliance to the best of the Third Party Benefit Provider's ability.

G. **DISCOUNT PRESCRIPTION DRUG CARD BENEFIT.**

1. **Generally.** THE DISCOUNT PRESCRIPTION DRUG CARD (the "**Rx Card**") PROGRAM IS NOT INSURANCE. The Rx Card holder

is responsible to pay 100% of the purchase price for all drugs. The purchase price includes the discounted cost of the drug plus all dispensing fees. The Rx Card holder pays the lower of the discounted drug cost plus dispensing fees, or the participating pharmacy's cash price to customers. The purchase price may vary by drug and by pharmacy. Discounted drugs must be purchased only at participating pharmacies. All discounted drugs may not be available at all participating pharmacies. The Rx Card may be used at participating pharmacies in the fifty United States, the District of Columbia and Puerto Rico.

This Prescription Drug Savings Program (the "**Rx Card Program**") is administered by EnvisionRxOptions (the "**Program Administrator**"). The Program Administrator has negotiated discounts and dispensing fees with a network of participating pharmacies, and has contracted with the sponsor of the Program named on your Rx Card (the "**Program Sponsor**") to provide access to discounted drugs by Rx Card holders through the participating pharmacies. No portion of the drug cost or dispensing fees for drugs purchased by Rx Card holders under the Program is paid by the Program Sponsor or Program Administrator.

Rx Card holders are advised to check the Envision Medical Solutions terms and conditions located at <http://tinyurl.com/h9q7uy9> periodically for program updates. Contact the toll-free number on your Rx Card for more information or inquiries.

2. **Dispute Resolution in Matters Relating to the Rx Card.** Except as otherwise required by applicable state law, the following is the Rx Card Program's dispute resolution procedure: (a) If for any reason you become dissatisfied with the level of service provided by the Rx Card Program, you may contact our Rx Card Customer Service Department, toll-free, at: (877) 684-0032; or (b) The Rx Card Program's cardholders always have the option of filing a complaint or asking any question in writing. Please address your inquiries to:

My Rewards™ Rx Savings Card
c/o EnvisionRxOptions
P.O. Box 89698
Tampa, FL 33689-0411

The Rx Card Program will provide a written response to your inquiry within fifteen (15) days of receipt. When submitting your inquiry please include the following: (i) Your name, address and telephone number; (ii) The details surrounding the reason for your inquiry or complaint; (iii) Information concerning the efforts that you have made to resolve the matter; (iv) All responses that other parties have made in response to your complaint; and (v) How you would like to see that matter resolved.

H. **DISCOUNTED HOTELS BENEFIT** Participants are provided discounted rates with the following hotel brands: Wyndham Hotels and Resorts®, Ramada®, Days Inn®, Super 8®, Wingate by Wyndham®, Baymont Inn & Suites®, Microtel Inn & Suites by Wyndham®, Hawthorn Suites by Wyndham®, TRYP by Wyndham®, Howard Johnson®, Travelodge® (North America only), Knights Inn®, and Dolce Hotels and Resorts® (the "**Wyndham Brand Hotels**").

Participants are further provided discounted rates with the following hotel brands: Cambria® hotels & suites, Comfort Inn®, Comfort Suites®, Clarion®, Quality®, Sleep Inn®, Econo Lodge®, Rodeway Inn®, Mainstay Suites®, Suburban Extended Stay Hotel®, and Ascend Hotel Collection® (the "**Choice Brand Hotels**"). In order to reserve under discounted rates with Choice Brand Hotels, Participants must make advance reservations directly through the Choice Brand Hotels central reservations system (e.g., by calling

Choice's dedicated 800 number, booking online at choicehotels.com, or through another Choice Brand Hotels proprietary booking channel) utilizing a booking identification code provided to the Participant at the time of Program Enrollment. Choice Brand Hotel reservations made through a travel agent, third-party distribution channel (e.g., Expedia, Orbitz, Travelocity, etc.), directly with a Choice Hotel Brand property, or on a walk-in basis without advance reservation will not be eligible for a discounted rate. Discounted rates provided under this Program may not be combined with any other Choice Brand Hotel offer or discount.

Hotel locations are independently owned and operated, and discounts apply at participating locations only. At participating locations, the nature and degree of the discount may vary in the discretion of the respective owner-operators.

I. **DISCOUNTED CAR RENTALS BENEFIT.** Participants are provided automatic enrollment in (i) the Budget® car rental Budget® Business Program, and (ii) the Avis® car rental Avis® For Business Program.

1. **Budget® Business Program.** As a member of the Budget® Business Program, eligible Program Participants can start unlocking rewards and savings right away.

(a) **Benefits.** A three dollar (\$3.00) rental credit will be accrued and paid on a regular basis for each completed Qualified Rental Day (as defined below). A "**Qualified Rental Day**" is defined as a fully-paid completed rental of one full day's time-and-mileage charges, at a participating Budget® location. A new rental day occurs each 24-hour period, commencing at the time of rental. Eligible Program Participant monthly rentals can earn up to a forty-five dollars (\$45.00) rebate per rental agreement. Budget® will mail your rental reward certificates, earned on qualifying rentals, on a quarterly basis in fifteen dollar (\$15.00) increments. Rental reward certificates may be combined. Eligible Program Participants are eligible for discounts up to 30% of their Budget® car rental expense, subject to availability at participating locations. Eligible Program Participants are further automatically enrolled as members in the Budget® Fastbreak® program, allowing eligible Program Participants to bypass counter lines, skip rental paperwork and go directly to their rental car.

(b) **Limitations.** Advance reservation is required. Certain rates may charge a per-mileage fee. Additional discount offer applies to time-and-mileage charges only, is subject to vehicle availability at the time of rental, and may not be available on some rates at some times. Taxes and other surcharges are extra. Budget® reserves the right to refuse or expire coupons at any time, and to alter or terminate the program and the related terms and conditions found at <https://goo.gl/qBmVc> governing the issuance and use of certificates at any time without notice. If an eligible Program Participant has earned rental certificates not listed on your current statement, earnings will appear on the next statement. Rental certificates may not be claimed between statement issuance dates. Rental Certificates redeemed must be presented and surrendered at the time of rental. A maximum of 7 certificates can be used per rental. Certificates have no cash value, are non-transferable, cannot be sold, cannot be exchanged or returned, are non-refundable and will not be replaced if lost, stolen or expired. Certificates that have been sold, altered or copied are void and will not be honored. Certificates that have been purchased or sold from any online or offline retail establishment will not be accepted. Certificates are valid at participating Budget® locations in the contiguous U.S. and Canada on any car class. Taxes, concession recovery fees, vehicle license recovery fee, customer facility charges may apply and are extra. Optional products such as LDW

(\$29.99/day or less) and refueling are extra. Renter must meet Budget® car rental age, driver and credit requirements. Minimum age may vary by location. An additional daily surcharge will apply for renters under 25 years old at these locations.

2. **Avis® For Business Program.** Eligible Program Participants will have access to great benefits per these Terms.

(a) **Benefits.** Eligible Program Participants are eligible for discounts up to 30% of their Avis® car rental expense, subject to availability at participating locations. Eligible Program Participants are provided a dedicated customer service team that offers account support such as billing options, informational webinars, live chat options, account management, and reservation assistance. Eligible Program Participants earn one Rental Reward Day for every 15 qualifying rental days. A rental day is each 24-hour period commencing at the time of rental, and additional hour charges for periods of less than one day cannot be combined to equal a day. Eligible Program Participants are further automatically enrolled as members in the Avis® Preferred program, allowing eligible Program Participants to bypass counter lines, skip rental paperwork and go directly to their rental car.

(b) **Limitations.** Participation in this program is limited to Participants who are U.S. or Canadian residents. Advance reservation is required. Avis® reserves the right to alter or terminate the program and the related terms and conditions (accessible by link from webpage located at <https://goo.gl/p17Arf>) governing the issuance and use of Certificates at any time without notice. If you have earned rental days not listed on your statement, they will appear on an upcoming statement. Reward Day Certificates may not be claimed between statement issuance dates. Reward Day Certificates are not eligible to earn rental day credits in the program. Mini-Lease rentals earn one Reward Day Certificate for every 30 rental days in the U.S. (excluding Hawaii) and Canada. Reward Day Certificates entitle the intended recipient to one day's daily time and mileage charges of any car-class up to a full-size four-door (group G) car, and specialty car classes such as H, F, W, Z, L, V, P, K, X (Cool Cars), and S are excluded. Taxes, concession recovery fees, vehicle license recovery fee, customer facility charges (\$10/contract in CA) may apply and are the responsibility of the renter. Optional products such as LDW (\$29.99/day or less) and refueling are extra. A redemption fee may apply. Rental reward certificates are valid at participating Avis® locations in the U.S. (excluding Hawaii and the New York Metro area), Canada, Puerto Rico and the U.S. Virgin Islands. In the US Virgin Islands, the certificate is valid on car groups B, C, D and E. In Canada and Puerto Rico the certificate is valid up to a Full-Size (Group E). Offer subject to vehicle availability at time of reservation and may not be available on some rates at some times. May not be used in conjunction with any other coupon, promotion or offer. Avis® reserves the right to refuse or expire coupons at any time without prior notification. No more than seven certificates may be used on one rental at any given time. Certificates cannot be applied to completed rentals. Holiday and other blackout periods may apply. If a rental begins during a blackout period, the whole rental is blacked out and does not qualify for use of a certificate. Certificates have no cash value, are non-transferable, cannot be sold, cannot be exchanged or returned, are non-refundable and will not be replaced if lost or stolen. Certificates that have been sold, altered or copied are void and will not be honored. Certificates that have been purchased or sold from any online or offline retail establishment will not be accepted. Reward Day Certificates must be presented and surrendered at the time of rental. Intended recipient of certificates must visit the Avis® counter to show identification at the time of rental. Renter must meet Avis®

age, driver and credit requirements. Minimum age may vary by location. An additional daily surcharge may apply to renters under 25 years old.

J. DISCLAIMER OF WARRANTY. By utilizing your Program Debit Card, you expressly agree that use of the Program is at your sole risk. YOU ACKNOWLEDGE THAT THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE, FINANCIAL INSTITUTION, THIRD PARTY BENEFIT PROVIDERS, AND OUR LICENSORS AND VENDORS ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OR FOR ANY INFORMATION OR CONSEQUENCES RESULTING FROM YOUR USE OF THE PROGRAM. MOREOVER WE, OUR THIRD PARTY BENEFIT PROVIDERS, AND OUR LICENSORS AND VENDORS ARE NOT RESPONSIBLE FOR ANY TECHNICAL ISSUES EXPERIENCED BY YOU. WE, OUR THIRD PARTY BENEFIT PROVIDERS, AND OUR LICENSORS AND VENDORS MAKE NO AND EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM, INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, OUR THIRD PARTY BENEFIT PROVIDERS, AND OUR LICENSORS AND VENDORS DISCLAIM ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE PROGRAM, (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL RISKS RELATING TO THE FOREGOING.

K. LIMITATION OF LIABILITY. OUR LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF US RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00). IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. OUR THIRD PARTY BENEFIT PROVIDERS, LICENSORS AND VENDORS WILL NOT BE SUBJECT TO ANY LIABILITY TO YOU IN CONNECTION WITH ANY MATTER WHATSOEVER.

ALL CLAIMS MUST BE BROUGHT WITHIN NINETY (90) DAYS AFTER THE EVENT GIVING RISE TO THE CLAIM OCCURRED. You acknowledge and agree that we shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by us in offering the Program, whether in accordance with or in an unintentional deviation from these Terms. You acknowledge that our systems and procedures established for administration of the Program are commercially reasonable. You shall defend, indemnify, and hold us, our Third Party Benefit Providers, and our licensors and vendors harmless from and against all liability, damage, and loss arising out of any claims, suits, or demands by third parties with respect to the Program brought against you or arising from your participation in the Program. We shall not be liable for any loss, damage, liability, or claim arising

directly or indirectly from any error, delay, or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints, or any other event beyond our control. We are not responsible and assume no liability for any unavailability of the Program website or other technical malfunctions.

L. ARBITRATION. IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION L CAREFULLY. THIS SECTION L PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN COURT BEFORE A JUDGE OR JURY OR THROUGH A CLASS ACTION.

In order to expedite and control the cost of disputes, you and we agree that any legal or equitable claim relating to these Terms, including the validity, enforceability or scope of this Section L, or your Enrollment or participation in the Program (referred to as a "Claim") will be resolved as follows:

1. **Informal Resolution.** Most concerns can be resolved quickly by calling the Program customer service department at (954) 703-4304. In the event that the Program customer service department is unable to resolve a concern to your satisfaction, and the concern becomes a bona fide dispute, you and we will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding for at least 60 days after one of us notifies the other of a Claim in writing. You will send your notice to the address on the first page of this Agreement, and we will send our notice to your billing address.

2. **Formal Resolution.** If we cannot resolve a Claim informally, any Claim either of us asserts will be resolved only by binding arbitration. The arbitration will be conducted under the rules of JAMS that are in effect at the time the arbitration is initiated (referred to as the "JAMS Rules") and under the rules set forth in these Terms. If there is a conflict between JAMS Rules and the rules set forth in these Terms, the rules set forth in these Terms will govern. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, AND YOU AND WE WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to your state's law. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration. If you decide to initiate arbitration, we agree to pay the arbitration initiation fee and any additional deposit required by JAMS to initiate your arbitration. We also agree to pay the costs of the arbitration proceeding. Other fees, such as attorney's fees and expenses of travel to the arbitration, will be paid in accordance with JAMS Rules. The arbitration will be held at a location in your hometown area unless you and we both agree to another location or telephonic arbitration. To start an arbitration, you or we must do the following things:

(a) **Write a Demand for Arbitration.** The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at www.jamsadr.com.

(b) **Deliver the Demand.** Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to:

JAMS Resolution Center
2500 N. Military Trail, Suite 200
Boca Raton, FL 33431
561-393-9733
shumphrey@jamsadr.com

(c) **Service of the Demand.** Send one copy of the demand for arbitration to the other party.

3. **Special Rules.** (i) In the arbitration proceeding, the arbitrator has no authority to make errors of law, and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction. (ii) Neither you nor we shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity. Accordingly, you and we agree that the JAMS Class Action Procedures do not apply to our arbitration. A court may sever any portion of this Section L that it finds to be unenforceable, except for the prohibition on class, representative and private attorney general arbitration.

4. **Exception for Small Claims Court.** Binding arbitration will not be required for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this Section L, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.

5. **Your Right to Reject Arbitration.** You may reject this Arbitration provision by sending a written rejection notice to us at:

Velocity Solutions, LLC
ATTN: Legal Department
PO Box 2600
Wilmington, NC 28402

Your rejection notice must be mailed within 45 days after your initial acceptance of these Terms. Your rejection notice must state that you reject the Arbitration provision and include your name, address, Financial Institution and personal signature. No one else may sign the rejection notice on your behalf. If your rejection notice complies with these requirements, this Section L will not apply to you, except for any Claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Section L or these Terms. Rejecting this Section L will not affect your ability to use your Program Debit Card, participate in the Program, take advantage of any Program Benefit, or otherwise utilize and maintain your Account.

6. **Continuation.** This Section L shall survive termination of your Program Enrollment or the termination or expiration of these Terms. If any portion of this Section L is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Section L.

M. APPLICABLE LAW. The interpretation and enforcement of these Terms shall be governed by the laws of the State of Florida. These Terms are subject to modification if required by such laws. Notwithstanding the foregoing, Section L shall be governed by the Federal Arbitration Act.